

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 18		
2. CONTRACT (Proc. Inst. Ident.) NO <b>2013-13040800007</b>		3. EFFECTIVE DATE <b>04/26/2013</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO			
5. ISSUED BY		CODE	6. ADMINISTERED BY (if other than item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>UNIVERSITY OF MARYLAND 3121 lee building COLLEGE PARK, MD 20742</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		8. DISCOUNT FOR PROMPT PAYMENT			
CODE:		FACILITY CODE:		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR		CODE	12. PAYMENT WILL BE MADE BY <b>Vendor Payments</b>		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/SERVICES <b>See CLIN Details</b>	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT					<b>\$100,000.00</b>		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTIONS/SPECS./WORK STATEMENT			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	D	PACKAGING AND MARKING			L	INSTRS., CONDS. AND NOTICES TO OFFERORS	
	E	INSPECTION AND ACCEPTANCE			M	EVALUATION FACTORS FOR AWARD	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA					
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Evan L. Crierie, Asst. Director Research Administration &amp; Advancement</b>				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR <i>Evan L. Crierie</i> (Signature of person authorized to sign)		19C. DATE SIGNED <b>4/29/13</b>		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED <b>4/26/13</b>	

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NSN 7540-01-152-8069  
Previous edition is usable

STANDARD FORM 26 (REV. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.214(a)

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## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
A	Solicitation/Contract Form.....	
	152.204-721 Use of Facsimile Signatures (JUN 2002).....	4
B	Supplies or Services and Prices/Costs .....	
	152.216-774 Scope of Contract (Statement of Work) (OCT 2003).....	4
	152.216-757 Type of Contract and Consideration (Cost) (OCT 2003) .....	5
C	Descriptions/Specifications/Statement of Work .....	
	152.211-701 Statement of Work (OCT 2003).....	5
D	Packaging and Marking .....	
	D-1 Packaging and Marking.....	5
E	Inspection and Acceptance.....	
	52.246-9 Inspection of Research and Development (Short Form) (Apr 1984).....	5
F	Deliveries or Performance .....	
	152.211-704 Late Delivery (AUG 1996).....	5
	152.242-708 Contract Status Report (JUL 2009).....	5
	152.211-705 Period of Performance (AUG 1996).....	6
	152.211-707 Place of Performance (AUG 1996).....	6
	52.242-15 Stop-Work Order (Aug 1989).....	6
G	Contract Administration Data .....	
	152.245-715 No Contract Accountable Government Property (MAR 2012) .....	6
	152.232-721 Billing Instructions (APR 2006).....	6
	152.232-717 Invoicing Instructions Unclassified Association (OCT 2009).....	6
	152.232-727 Internet Payment Platform Initial Registration and Account Maintenance (SEP 2010).....	7
	152.204-732 Contract Settlement Documentation (DEC 2011).....	8
	152.232-701 Billing Cycle (SEP 2010).....	8
	152.232-719 SUBMISSION OF INVOICES (JAN 2004).....	9
	152.232-725 Electronic Submission of Payment Requests Using IPP (SEP 2010).....	9
	152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008).....	9
	152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2011).....	10
H	Special Contract Requirements.....	
	152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (APR 2009).....	11
	152.204-703 Non-Publicity (DEC 2011).....	11
	152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008).....	11
	152.215-721 Order of Precedence (OCT 2003).....	11
	152.231-701 Payment of Contractor Travel (JAN 2004).....	12
	152.242-716 Past Performance Information - Referencing Agency Contracts (JUL 2012).....	12
	152.243-700 Changes Requiring No Equitable Adjustment (MAR 2004).....	12
	152.243-701 Limitation of Working Groups (MAR 2004).....	12
	152.243-702 Engineering Change Proposals (DEC 2010).....	13
	152.204-725 Foreign Nationals Performing Unclassified Work (NOV 2005).....	13
	152.242-715 Contractor Performance Evaluation (JUL 2012).....	14
	152.215-719 Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003).....	14
I	Contract Clauses .....	
	152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996).....	14
	152.209-701 Organizational Conflicts Of Interest: General (JUL 2003).....	14
	152.215-700 Audit and Records - Negotiation (AUG 2004).....	15
	152.215-727 Pricing Adjustment (OCT 2003).....	16
	152.215-700AII Audit and Records - Negotiation (AUG 2004) - Alternate II (AUG 2004).....	16
	152.229-700 Tax Audits (JAN 2004).....	17
	152.233-700 Independent Review of Agency Protests (JAN 2004).....	17
	152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003).....	17
	152.204-733 Timely Notice of Litigation (DEC 2011).....	17
	52.202-1 Definitions (Jan 2012).....	18
	52.203-3 Gratuities (Apr 1984).....	18
	52.203-5 Covenant Against Contingent Fees (Apr 1984).....	18
	52.203-7 Anti-Kickback Procedures (Oct 2010).....	18
	52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997).....	18
	52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997).....	18

UNCLASSIFIED

UNCLASSIFIED

52.203-12 Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)..... 18

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) ..... 18

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)..... 18

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)..... 18

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)..... 18

52.216-11 Cost Contract--No Fee (Apr 1984) ..... 18

52.222-3 Convict Labor (June 2003) ..... 18

52.222-21 Prohibition of Segregated Facilities (Feb 1999) ..... 18

52.222-26 Equal Opportunity (Mar 2007) ..... 18

52.222-35 Equal Opportunity for Veterans (Sep 2010)..... 18

52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)..... 18

52.222-37 Employment Reports Veterans (Sep 2010)..... 18

52.222-44 Fair Labor Standards and Service Contract Act - Price Adjustment (Sep 2009)..... 18

52.222-50 Combating Trafficking in Persons (Feb 2009) ..... 18

52.223-6 Drug Free Workplace (May 2001)..... 18

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) ..... 18

52.225-13 Restrictions on Certain Foreign Purchases (June 2008) ..... 18

52.227-1 Authorization and Consent (Dec 2007) ..... 18

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) ..... 18

52.227-14 Alt IV Rights in Data--General (Dec 2007) - Alternate IV (Dec 2007) ..... 18

52.229-3 Federal, State and Local Taxes (Apr 2003) ..... 18

52.230-5 Cost Accounting Standards - Educational Institutions (May 2012) ..... 18

52.230-6 Administration of Cost Accounting Standards (June 2010) ..... 18

52.232-23 Assignment Of Claims (Jan 1986)..... 18

52.232-25 Prompt Payment (Oct 2008) ..... 18

52.233-1 Disputes (July 2002) ..... 18

52.233-3 Protest after Award (Aug 1996)..... 18

52.242-1 Notice of Intent to Disallow Costs (Apr 1984)..... 18

52.242-13 Bankruptcy (July 1995)..... 18

52.243-2 Changes--Cost Reimbursement (Aug 1987)..... 18

52.246-23 Limitation of Liability (Feb 1997)..... 18

52.249-5 Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions) (Sept 1996)..... 18

52.249-14 Excusable Delays (Apr 1984)..... 18

List of Attachments ..... 18

J-1 List of Attachments ..... 18

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-1304080007

**Section A - Solicitation/Contract Form**

152.204-721 Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

**Section B - Supplies or Services and Prices/Costs**

**CLIN DETAILS**

Number	Commodity Name	Quantity	Unit	Unit Price	Total (inc. disc., tax, fees)
0001	SERVICE	Total: 1.000000	EA	Total: \$100,000.0000	Total: \$100,000.00
Delivery Schedule:					
Period of Performance: 05/01/2013 - 04/30/2014					
Description: CLIN 0001 / COST / Develop. Fabricate and Characterize the Connections for use in a Cell/Battery					
Pricing Options:		Period: Base		Quantity:	
Funding:					
Accounting Line 1: \$100,000.00					

	CLIN Funding	Cost
Period Base Totals:	\$100,000.00	\$100,000.00
Period Exercised Options Totals:	\$0.00	\$0.00
Period Current (Base + Exercised Options)	\$100,000.00	\$100,000.00
Totals:		
Period Unexercised Options Totals:	\$0.00	\$0.00
Period Base and Options Totals:	\$100,000.00	\$100,000.00
Quantity Base Totals:	\$0.00	\$0.00
Quantity Exercised Options Totals:	\$0.00	\$0.00
Quantity Current (Base + Exercised Options)	\$0.00	\$0.00
Totals:		
Quantity Unexercised Options Totals:	\$0.00	\$0.00
Quantity Base and Options Totals:	\$0.00	\$0.00

152.216-774 Scope of Contract (Statement of Work) (OCT 2003)

UNCLASSIFIED

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

152.216-757 Type of Contract and Consideration (Cost) (OCT 2003)

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost of \$100,000.

**Section C - Descriptions/Specifications/Statement of Work**

152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "Fabrication and Multi-Physical Characterization of Carbon-to-Metal Connections for a Cell/Battery," dated 23 January 2013, which is incorporated by reference or attached hereto, is made a part of this contract.

**Section D - Packaging and Marking**

D-1 Packaging and Marking

Section D, Packaging and Marking, is not applicable to this contract.

**Section E - Inspection and Acceptance**

Clauses By Reference

Clause	Title
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)

**Section F - Deliveries or Performance**

PERIOD OF PERFORMANCE

ITEM	START	END
0001	05/01/2013	04/30/2014

152.211-704 Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-1304080007

Page 6 of 18

#### 152.242-708 Contract Status Report (JUL 2009)

(a) Monthly contract status reports shall be submitted in two copies to the Contracting Officer not later than 15 calendar days after the close of the invoice/billing cycle covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar.

(b) The Monthly Contract Status Report for this contract will consist of the following template sections:

- Contract Summary
- Program Actuals
- Financial/Hourly Summary

#### 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract shall be from 1 May 2013 - 30 April 2014.

#### 152.211-707 Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facility located at the University of Maryland.

#### Clauses By Reference

Clause	Title
52.242-15	Stop-Work Order (Aug 1989)

#### Section G - Contract Administration Data

#### 152.245-715 No Contract Accountable Government Property (MAR 2012)

(a) This contract shall be performed and completed without any accountable Government property -- whether Government Furnished Property (GFP) or Contractor Acquired Property (CAP). The Contractor shall make no requests for Government property except when the Government may accrue significant tangible benefits by granting such a request. The Contractor shall not accept, request, or pursue accountable Government property from anyone other than the Contracting Officer and shall not act upon such request until written authorization is received from the Contracting Officer via contract modification.

(b) The Contractor may use Government property in their possession, which is accountable to other Agency contract(s), for the performance of this contract if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval. Such use shall be on a rent-free, non-interference basis and shall comply with the terms and conditions specified in the Contracting Officer's written authorization.

#### 152.232-721 Billing Instructions (APR 2006)

Contractor shall submit invoices on a monthly basis in arrears. Contractors shall combine delivery tickets on a consolidated invoice with each ticket listed as a separate line item by number, date, and amount.

#### 152.232-717 Invoicing Instructions Unclassified Association (OCT 2009)

UNCLASSIFIED

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**

Page 7 of 18

(a) Contractors may mail invoices to the following payment office:

Vendor Payments

Attn: Mail Room

Washington, DC 20505.

(b)(3)

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

(b)(3)

(b) In addition to the items necessary per FAR 52.232-25, "Prompt Payment", a proper invoice must include:

- (1) Date(s) supplies delivered or services performed.
- (2) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time-and-material or labor-hour contracts).
- (3) Invoice Line Item Descriptions shall not contain any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including such information will not be considered a proper invoice in accordance with the Prompt Payment Act and shall be rejected. Further, the submission of such an invoice may be considered a security incident.

(c) The Contractor may make inquiries regarding invoices to the payment office on

(b)(3)

#### 152.232-727 Internet Payment Platform Initial Registration and Account Maintenance (SEP 2010)

(a) The Internet Payment Platform (IPP) is a secure, web-based electronic invoicing system (accessible via the Internet) provided by the Department of the Treasury's Financial Management Service (FMS), in partnership with the Federal Reserve Bank of Boston. The Contractor shall provide the Contracting Officer with the following information required for IPP registration:

- (1) Company Name (primary corporate location);
- (2) Company Tax Identification Number (TIN); and
- (3) Company designated IPP account administrator, to include: name, position, phone number, email address.

Contractors currently registered with IPP through another Government agency must still register separately for payments from this Agency.

(b) Within 1-2 weeks after the contract is signed, the information provided in paragraph (a) will be forwarded to IPP and the company designated IPP account administrator will then receive three emails from the Treasury Web Applications Infrastructure's (TWA) email address [twai.gov@mail.eroc.twai.gov](mailto:twai.gov@mail.eroc.twai.gov).

- (1) From "Treasury UPS User Administration" - a FMS Enterprise User ID and a link to a website that will allow the Company's POC to initialize an IPP account.
- (2) From "IPP User Administration" - the Company's IPP User ID, a link to the IPP Application, and the IPP Helpdesk phone number.
- (3) From "Treasury UPS User Administration" - the Company's IPP password (sent within 24 hours of the first two emails).

(c) During registration, one (1) initial administrative user account is created for the company for the submitted TIN, regardless of the number of contracts or locations associated with the TIN. The IPP account administrator is required to set up all other company user

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007

accounts, including other administrators. Registration is complete when the IPP account administrator logs into the IPP website with the User ID and password provided by TWAI and accepts the "rules of behavior".

(d) The Contractor shall access a first time login video found on the IPP homepage, which provides step-by-step instructions for logging into IPP for the first time. Other self-help videos, to include creating and submitting invoices, are available only after logging into IPP.

(e) Passwords in IPP expire every 90 days. Fourteen days prior to the end of the 90-day period, IPP will send an email notification prompting you to change your password. If you do not change your password once during the 90 days, or if you do not change your password when prompted to do so, you must contact the IPP Helpdesk at [redacted] to unlock your account and to reset your password. (b)(3)

(f) For application specific questions such as how to create an invoice or how to set up notifications, contact the IPP Helpdesk. For questions related to the contract, contact the Vendor Service Center at [redacted]. (b)(3)

152.204-732 Contract Settlement Documentation (DEC 2011)

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)
- (b) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required)
- (c) Final Patent and Royalty Statement (in accordance with FAR 52.227-11 or 52.227-13, as appropriate) (One copy required)
- (d) Final Level-of-Effort Certification (Applicable to contracts with LOE type CLINs) (One copy required)
- (e) Final Cleared Personnel Certification Report (If contract required security clearances) (Submit in accordance with contract clause 152.204-729)
- (f) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]) (Applicable to contracts with cost-type CLINs. Exemption: Cost-type CLINs established for Other Direct Costs or travel on a fixed price contract). Once final annual indirect cost rates have been established, the Contractor shall submit a "FINAL" invoice or voucher. If final annual indirect cost rates have not been established and the parties have agreed to use negotiated quick-close rates, the Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required)

One set of closeout documentation (a), (b), (c), (d), and Contracting Officer's copy of (e) shall be mailed, postage prepaid, to the Contracting Officer at the Issuing Office address on page 1 of this contract.

One complete set of closeout documentation (a), (b), (c), (d), and (f) shall be mailed, postage prepaid, to:

Contract Settlements

[redacted]

Washington, DC 20505

[redacted]

(b)(3)

(b)(3)

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer or the settlements office.

152.232-701 Billing Cycle (SEP 2010)

Pursuant to the "Electronic Submission of Payment Requests using IPP" clause, the Government will issue payment only after services

UNCLASSIFIED



UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-13040800007

Page 9 of 18

have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

#### 152.232-719 SUBMISSION OF INVOICES (JAN 2004)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

#### 152.232-725 Electronic Submission of Payment Requests Using IPP (SEP 2010)

(a) Definitions. As used in this clause-

- (1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.
- (2) "Electronic form" means using the Internet Payment Platform (IPP) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents to be electronic forms.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.
- (b) Except as provided in paragraphs (e) and (g) of this clause, the Contractor shall submit payment requests using the Internet Payment Platform (IPP). The payment period designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the payment office via IPP. The status of submitted invoices is available in IPP. For other invoice or payment questions relating directly to this contract, call the payment office on  (b)(3)
- (c) The Contract Line Item Numbers (CLINs) and associated CLIN descriptions as provided in IPP must be utilized to create invoices. An Invoice Line Item Number must reference the Contract Line Item Number (CLIN) against which the Contractor is billing. An invoice may have multiple Invoice Lines billing against one CLIN, but the Invoice Line Item Descriptions must closely relate to the CLIN descriptions in the contract. Do not attach any documents to the invoice submitted in IPP as the attachments will be discarded. Any additional documentation must be submitted to the COTR in a method mutually agreed to by the Contractor and the COTR.
- (d) The Invoice shall not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including sensitive and/or classified information will not be considered a proper invoice in accordance with the Prompt Payment Act and will be rejected. Further, the submission of such an invoice may be considered a security incident. Any questions concerning this matter should be directed to the Contracting Officer.
- (e) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (g) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the "Settlement - Cost Type Contracts" clause of this contract.

#### 152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-13040800007

specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) If an Associate COTR (ACOTR) or a Government Task Manager (GTM) is designated by this clause, the ACOTR will assist the COTR in his/her responsibilities and will function as the technical representative of the Contracting Officer in the absence of the COTR. The GTM will assist the COTR in performing his/her responsibilities for a specific task(s). However, the COTR remains ultimately responsible for the technical performance of the contract.

(c) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name

COTR:

(b)(3)

(d) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2011)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

(b)(3)

Office of the Procurement Executive

Washington, DC 20505

Unclassified Fax:

(b)(3)

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007

## Section H - Special Contract Requirements

### 152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (APR 2009)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number [redacted]. The term "urgent concern" means: (a) a serious or flagrant problem, abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this provisions. (b)(3)

### 152.204-703 Non-Publicity (DEC 2011)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements; however, these advertisements may not describe the scope of polygraph requirements in any manner. Violations of this clause constitute a major breach of contract, and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

### 152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program.

(c) Denial of access to Agency controlled facilities and systems as described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

### 152.215-721 Order of Precedence (OCT 2003)

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007

Page 12 of 18

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

#### 152.231-701 Payment of Contractor Travel (JAN 2004)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are—

- (1) When travel is in excess of a predetermined travel allocation;
- (2) When the contractor has doubt about whether a cost is allowable; and
- (3) When foreign travel is involved.

#### 152.242-716 Past Performance Information - Referencing Agency Contracts (JUL 2012)

(a) This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

(b) Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions.

#### 152.243-700 Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007

152.243-701 Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

152.243-702 Engineering Change Proposals (DEC 2010)

- (a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.
- (b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.
- (c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.
- (d) When the cost or price adjustment amount of the engineering change meets the criteria for its submission under FAR 15.403-4, the Contractor shall submit:
  - (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,
  - (2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

152.204-725 Foreign Nationals Performing Unclassified Work (NOV 2005)

- (a) The Contractor shall identify any and all personnel who are foreign nationals (personnel who are not United States citizens or Permanent Resident Aliens) that are proposed to perform work under this contract in a prime contractor and/or subcontractor capacity. The Contractor must receive written approval from the Contracting Officer prior to allowing any foreign nationals not listed in paragraph (c) to work on this contract.
- (b) Throughout the performance of this contract, the Contractor shall provide the Contracting Officer with the following information at least thirty (30) days prior to the contemplated use of such individuals:

- Full Name,
- Date and Place of Birth,
- Citizenship,
- Social Security Number,
- Visa Number and Type,
- Title.

It should be understood that the Contracting Officer may exclude any person(s) who are not United States citizens from performing on this contract without providing a reason for the exclusion.

(c) The following foreign nationals are hereby authorized to work on this contract:

Name	Title
[ Full Name ]	[ Principle Investigator, Graduate/Undergraduate Student, etc.]
[            ]	[            ]

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-13040800007

Page 14 of 18

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152.242-715 Contractor Performance Evaluation (JUL 2012)

(a) In accordance with FAR Subpart 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

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152.215-719 Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated 1 April 2013 is incorporated herein by reference and made a part of this contract.

### Section I - Contract Clauses

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152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

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152.209-701 Organizational Conflicts Of Interest: General (JUL 2003)

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-1304080007

Page 15 of 18

- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

#### 152.215-700 Audit and Records - Negotiation (AUG 2004)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to
- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition:
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-13040800007

Page 16 of 18

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

### 152.215-727 Pricing Adjustment (OCT 2003)

The term "pricing adjustment" as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications", "Subcontractor Cost or Pricing Data", and "Subcontractor Cost or Pricing Data - Modifications", means the aggregate increases and/or decreases in cost plus applicable profits.

### 152.215-700AII Audit and Records - Negotiation (AUG 2004) - Alternate II (AUG 2004)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

UNCLASSIFIED



UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-1304080007

Page 17 of 18

- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
- (g) The provisions of OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

#### 152.229-700 Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

#### 152.233-700 Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

#### 152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

#### 152.204-733 Timely Notice of Litigation (DEC 2011)

- (a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any current litigation or any anticipated litigation that may arise during the course of the performance of this contract or thereafter, that involves or in any way relates to or affects: (1) any aspect of this contract, (2) its terms or costs, (3) pertinent subcontracts, or (4) the Customer's relationship with the Contractor or its subcontractors. This notice shall include all relevant information with respect to the litigation. This notice requirement is a continuing obligation and survives termination, settlement or close-out of the contract.
- (b) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or subcontractor(s) involving customer transactions related to any contract litigation.
- (c) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.
- (d) The Contractor agrees to insert paragraphs (a) through (d) of this clause in any subcontract under this contract. In the event of litigation, the subcontractor shall immediately notify its next tier subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.
- (e) The Prime Contractor shall fax a copy of the notice of litigation to the Contracting Officer and to the Contract Law Division.

Clauses By Reference

UNCLASSIFIED

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number:2013-13040800007

Clause	Title
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.216-11	Cost Contract--No Fee (Apr 1984)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Sep 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports Veterans (Sep 2010)
52.222-44	Fair Labor Standards and Service Contract Act - Price Adjustment (Sep 2009)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.223-6	Drug Free Workplace (May 2001)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-14 Alt IV	Rights in Data--General (Dec 2007) - Alternate IV (Dec 2007)
52.229-3	Federal, State and Local Taxes (Apr 2003)
52.230-5	Cost Accounting Standards - Educational Institutions (May 2012)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-23	Assignment Of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008)
52.233-1	Disputes (July 2002)
52.233-3	Protest after Award (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-2	Changes--Cost Reimbursement (Aug 1987)
52.246-23	Limitation of Liability (Feb 1997)
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions) (Sept 1996)
52.249-14	Excusable Delays (Apr 1984)

**Section J - List of Attachments**

Identifier	Title	Date	Number of Pages
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**J-1 List of Attachments**

J-1 Fabrication and Multi-Physical Characterization of Carbon-To-Metal Connections for a Cell/Battery Statement of Work, dated 23 January 2013

UNCLASSIFIED



University of Maryland  
Office of Research Administration  
(ORA)  
3121 Lee Building  
College Park, MD 20742

Fax: 301/314-9569  
Phone: 301/405-6269

(b)(3)

To:		
Fax #:		
Phone #:		
Date:	4/29/3	
# of Pages: (including this cover sheet)		
From:	EVAN CRIERIE	

COMMENTS:

Fully Executed contract

Thanks!

5-29321

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 07/29/2013	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (if applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) <b>UNIVERSITY OF MARYLAND 3121 lee building COLLEGE PARK, MD 20742</b>		(X) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO <b>2013-1304080007</b>
		X	10B. DATED (SEE ITEM 11) <b>05/01/2013</b>

(b)(3)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this contract action is to update the COTR of record. The following change is made to the contract:

Section G, clause 152.242-701, entitled "Authority and Designation of a Contracting Officer's Technical Representative," is hereby modified by making \_\_\_\_\_ the COTR of record.

(b)(3)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED
(Signature of person authorized to sign)	By _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	8/5/13

(b)(3)

(b)(3)

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

UNCLASSIFIED

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
G	Contract Administration Data .....	
	152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008) .....	3

6 August 2013

▶Fax

From:

[Redacted]

(b)(3)

Phone:

Fax:

Company Name: Contracts

To: Evan Crierie

Phone: 301.405.5465

Fax: 301.314.9569

Company Name: University of Maryland

**Comments:**

Evan,

Attached is a contract modification for you to review. A counter signature is not necessary. Please let me know if you have any questions or concerns.

Thanks,

[Redacted]

(b)(3)

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

►Fax

24 April 2014

From:

Phone:

Fax:

Company Name: Contracts



(b)(3)

To: Muriel Averilla-Chin


Phone: 301.405.5465

Fax: 301.314.9569

Company Name: University of Maryland

**Comments:**

Muriel

I replaced  as the Contracting Officer on the contract. Please see the attached Mod 002 for the period of performance extension and let me know if you have any questions.

(b)(3)

Thanks,



(b)(3)

Urgent  For Review  Please Comment  Please Reply  Please Recycle

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE	PAGE 1 OF 19
2 AMENDMENT/MODIFICATION NO. <b>002</b>	3 EFFECTIVE DATE <b>04/25/2014</b>	4 REQUISITION/PURCHASE REQ. NO.		5 PROJECT NO. (if applicable)
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than item 6)		CODE

(b)(3)

8 NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)		(X)	9A AMENDMENT OF SOLICITATION NO.
<b>UNIVERSITY OF MARYLAND 3121 lee building COLLEGE PARK, MD 20742</b>			
CODE			9B DATED (SEE ITEM 11)
FACILITY CODE:		X	10A MODIFICATION OF CONTRACT/ORDER NO. <b>2013-13040800007</b>
			10B DATED (SEE ITEM 11) <b>05/01/2013</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) <b>No cost period of performance extension per request letter dated 03 April 2014</b>

E IMPORTANT: Contractor  is not,  is required to sign this document and return copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this contract action is to provide a no cost period of performance extension from 30 April 2014 to 31 October 2014. As a result, Section F clause 152.211-705 entitled "Period of Performance" is hereby modified to include the end date of 31 October 2014.

(b)(3)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16C DATE SIGNED	
(Signature of person authorized to sign)		<b>4/24/14</b>	

(b)(3)

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

UNCLASSIFIED



# Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
A	Solicitation/Contract Form.....	
	152.204-721 Use of Facsimile Signatures (JUN 2002).....	4
B	Supplies or Services and Prices/Costs .....	
	152.216-774 Scope of Contract (Statement of Work) (OCT 2003).....	5
	152.216-757 Type of Contract and Consideration (Cost) (OCT 2003) .....	5
C	Descriptions/Specifications/Statement of Work .....	
	152.211-701 Statement of Work (OCT 2003).....	5
D	Packaging and Marking .....	
	D-1 Packaging and Marking.....	5
E	Inspection and Acceptance.....	
	52.246-9 Inspection of Research and Development (Short Form) (Apr 1984).....	5
F	Deliveries or Performance .....	
	152.211-704 Late Delivery (AUG 1996).....	5
	152.242-708 Contract Status Report (JUL 2009).....	6
	152.211-705 Period of Performance (AUG 1996).....	6
	152.211-707 Place of Performance (AUG 1996).....	6
	52.242-15 Stop-Work Order (Aug 1989).....	6
G	Contract Administration Data .....	
	152.245-715 No Contract Accountable Government Property (MAR 2012) .....	6
	152.232-721 Billing Instructions (APR 2006).....	6
	152.232-717 Invoicing Instructions Unclassified Association (OCT 2009).....	7
	152.232-727 Internet Payment Platform Initial Registration and Account Maintenance (SEP 2010).....	7
	152.204-732 Contract Settlement Documentation (DEC 2011) .....	8
	152.232-701 Billing Cycle (SEP 2010).....	9
	152.232-719 SUBMISSION OF INVOICES (JAN 2004).....	9
	152.232-725 Electronic Submission of Payment Requests Using IPP (SEP 2010) .....	9
	152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008) .....	9
	152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2011) .....	10
H	Special Contract Requirements .....	
	152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (APR 2009) .....	11
	152.204-703 Non-Publicity (DEC 2011).....	11
	152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008) .....	11
	152.215-721 Order of Precedence (OCT 2003) .....	12
	152.231-701 Payment of Contractor Travel (JAN 2004).....	12
	152.242-716 Past Performance Information - Referencing Agency Contracts (JUL 2012) .....	12
	152.243-700 Changes Requiring No Equitable Adjustment (MAR 2004) .....	12
	152.243-701 Limitation of Working Groups (MAR 2004).....	13
	152.243-702 Engineering Change Proposals (DEC 2010).....	13
	152.204-725 Foreign Nationals Performing Unclassified Work (NOV 2005) .....	13
	152.242-715 Contractor Performance Evaluation (JUL 2012).....	14
	152.215-719 Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003).....	14
I	Contract Clauses .....	
	152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996).....	14
	152.209-701 Organizational Conflicts Of Interest: General (JUL 2003).....	14
	152.215-700 Audit and Records - Negotiation (AUG 2004).....	15
	152.215-727 Pricing Adjustment (OCT 2003).....	16
	152.215-700AII Audit and Records - Negotiation (AUG 2004) - Alternate II (AUG 2004) .....	16
	152.229-700 Tax Audits (JAN 2004).....	17
	152.233-700 Independent Review of Agency Protests (JAN 2004) .....	17
	152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003).....	17
	152.204-733 Timely Notice of Litigation (DEC 2011).....	17
	52.202-1 Definitions (Jan 2012).....	18
	52.203-3 Gratuities (Apr 1984).....	18
	52.203-5 Covenant Against Contingent Fees (Apr 1984).....	18
	52.203-7 Anti-Kickback Procedures (Oct 2010).....	18
	52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997).....	18
	52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997).....	18

UNCLASSIFIED

UNCLASSIFIED

52.203-12 Limitation On Payments To Influence Certain Federal Transactions (Oct 2010) ..... 18

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) ..... 18

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred,  
Suspended, or Proposed for Debarment (Dec 2010)..... 18

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)..... 18

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions  
(July 2005)..... 18

52.216-11 Cost Contract--No Fee (Apr 1984) ..... 18

52.222-3 Convict Labor (June 2003) ..... 18

52.222-21 Prohibition of Segregated Facilities (Feb 1999) ..... 18

52.222-26 Equal Opportunity (Mar 2007) ..... 18

52.222-35 Equal Opportunity for Veterans (Sep 2010)..... 18

52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)..... 18

52.222-37 Employment Reports Veterans (Sep 2010)..... 18

52.222-44 Fair Labor Standards and Service Contract Act - Price Adjustment (Sep 2009)..... 18

52.222-50 Combating Trafficking in Persons (Feb 2009) ..... 18

52.223-6 Drug Free Workplace (May 2001)..... 18

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)..... 18

52.225-13 Restrictions on Certain Foreign Purchases (June 2008) ..... 18

52.227-1 Authorization and Consent (Dec 2007) ..... 18

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) ..... 18

52.227-14 Alt IV Rights in Data--General (Dec 2007) - Alternate IV (Dec 2007) ..... 18

52.229-3 Federal, State and Local Taxes (Apr 2003) ..... 18

52.230-5 Cost Accounting Standards - Educational Institutions (May 2012) ..... 18

52.230-6 Administration of Cost Accounting Standards (June 2010) ..... 18

52.232-23 Assignment Of Claims (Jan 1986)..... 18

52.232-25 Prompt Payment (Oct 2008) ..... 18

52.233-1 Disputes (July 2002) ..... 18

52.233-3 Protest after Award (Aug 1996)..... 18

52.242-1 Notice of Intent to Disallow Costs (Apr 1984) ..... 18

52.242-13 Bankruptcy (July 1995)..... 18

52.243-2 Changes--Cost Reimbursement (Aug 1987) ..... 18

52.246-23 Limitation of Liability (Feb 1997)..... 18

52.249-5 Termination For Convenience Of The Government (Educational And Other Nonprofit  
Institutions) (Sept 1996)..... 18

52.249-14 Excusable Delays (Apr 1984) ..... 18

List of Attachments ..... 18

J-1 List of Attachments ..... 19

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-1304080007  
 Modification Number: 002

**Section A - Solicitation/Contract Form**

152.204-721 Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

**Section B - Supplies or Services and Prices/Costs**

**CLIN DETAILS**

UNCLASSIFIED					
0001	SERVICE	Original: 1.000000 Change: 0.000000 Current: 1.000000	EA	Original: \$100,000.0000 Change: \$0.0000 Current: \$100,000.0000	Original: \$100,000.00 Change: \$0.00 Current: \$100,000.00
<b>Delivery Schedule:</b>					
Period of Performance: 05/01/2013 - 10/31/2014					
Description: CLIN 0001 / COST / Develop, Fabricate and Characterize the Connections for use in a Cell/Battery					
<b>Pricing Options:</b>		<b>Period: Base</b>		<b>Quantity:</b>	
<b>Funding:</b>					
Accounting Line 1					
		Original: \$100,000.00		Change: \$0.00	
		Current Total: \$100,000.00			

UNCLASSIFIED		
	<b>Cost</b>	
<b>Period Base Totals:</b>	\$100,000.00	\$100,000.00
<b>Period Exercised Options Totals:</b>	\$0.00	\$0.00
<b>Period Current (Base + Exercised Options)</b>	\$100,000.00	\$100,000.00
<b>Totals:</b>		
<b>Period Unexercised Options Totals:</b>	\$0.00	\$0.00
<b>Period Base and Options Totals:</b>	\$100,000.00	\$100,000.00
<b>Quantity Base Totals:</b>	\$0.00	\$0.00
<b>Quantity Exercised Options Totals:</b>	\$0.00	\$0.00
<b>Quantity Current (Base + Exercised Options)</b>	\$0.00	\$0.00

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

<b>Totals:</b>		
<b>Quantity Unexercised Options Totals:</b>	\$0.00	\$0.00
<b>Quantity Base and Options Totals:</b>	\$0.00	\$0.00

**152.216-774 Scope of Contract (Statement of Work) (OCT 2003)**

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

**152.216-757 Type of Contract and Consideration (Cost) (OCT 2003)**

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost of \$100,000.

**Section C - Descriptions/Specifications/Statement of Work**

**152.211-701 Statement of Work (OCT 2003)**

The Sponsor's Statement of Work entitled "Fabrication and Multi-Physical Characterization of Carbon-to-Metal Connections for a Cell/Battery," dated 23 January 2013, which is incorporated by reference or attached hereto, is made a part of this contract.

**Section D - Packaging and Marking**

**D-1 Packaging and Marking**

Section D, Packaging and Marking, is not applicable to this contract.

**Section E - Inspection and Acceptance**

**Clauses By Reference**

52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)

**Section F - Deliveries or Performance**

**PERIOD OF PERFORMANCE**

ITEM	START	END
0001	05/01/2013	10/31/2014

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

#### 152.211-704 Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

#### 152.242-708 Contract Status Report (JUL 2009)

(a) Monthly contract status reports shall be submitted in two copies to the Contracting Officer not later than 15 calendar days after the close of the invoice/billing cycle covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar.

(b) The Monthly Contract Status Report for this contract will consist of the following template sections:

- Contract Summary
- Program Actuals
- Financial/Hourly Summary

#### 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract shall be from 1 May 2013 - 31 October 2014.

#### 152.211-707 Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facility located at the University of Maryland.

#### Clauses By Reference

52.242-15	Stop-Work Order (Aug 1989)
-----------	----------------------------

#### Section G - Contract Administration Data

#### 152.245-715 No Contract Accountable Government Property (MAR 2012)

(a) This contract shall be performed and completed without any accountable Government property -- whether Government Furnished Property (GFP) or Contractor Acquired Property (CAP). The Contractor shall make no requests for Government property except when the Government may accrue significant tangible benefits by granting such a request. The Contractor shall not accept, request, or pursue accountable Government property from anyone other than the Contracting Officer and shall not act upon such request until written authorization is received from the Contracting Officer via contract modification.

(b) The Contractor may use Government property in their possession, which is accountable to other Agency contract(s), for the performance of this contract if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval. Such use shall be on a rent-free, non-interference basis and shall comply with the terms and conditions specified in the Contracting Officer's written authorization.

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-13040800007  
Modification Number: 002

152.232-721 Billing Instructions (APR 2006)

Contractor shall submit invoices on a monthly basis in arrears. Contractors shall combine delivery tickets on a consolidated invoice with each ticket listed as a separate line item by number, date, and amount.

152.232-717 Invoicing Instructions Unclassified Association (OCT 2009)

(a) Contractors may mail invoices to the following payment office:

Vendor Payments

Attn: Mail Room

[Redacted]

Washington, DC 20505.

(b)(3)

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

[Redacted]

(b)(3)

(b) In addition to the items necessary per FAR 52.232-25, "Prompt Payment", a proper invoice must include:

- (1) Date(s) supplies delivered or services performed.
- (2) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time-and-material or labor-hour contracts).
- (3) Invoice Line Item Descriptions shall not contain any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including such information will not be considered a proper invoice in accordance with the Prompt Payment Act and shall be rejected. Further, the submission of such an invoice may be considered a security incident.

(c) The Contractor may make inquiries regarding invoices to the payment office on [Redacted]

(b)(3)

152.232-727 Internet Payment Platform Initial Registration and Account Maintenance (SEP 2010)

(a) The Internet Payment Platform (IPP) is a secure, web-based electronic invoicing system (accessible via the Internet) provided by the Department of the Treasury's Financial Management Service (FMS), in partnership with the Federal Reserve Bank of Boston. The Contractor shall provide the Contracting Officer with the following information required for IPP registration:

- (1) Company Name (primary corporate location);
- (2) Company Tax Identification Number (TIN); and
- (3) Company designated IPP account administrator, to include: name, position, phone number, email address.

Contractors currently registered with IPP through another Government agency must still register separately for payments from this Agency.

(b) Within 1-2 weeks after the contract is signed, the information provided in paragraph (a) will be forwarded to IPP and the company designated IPP account administrator will then receive three emails from the Treasury Web Applications Infrastructure's (TWA.I) email address twaigov@mail.eroc.twai.gov.

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

- (1) From "Treasury UPS User Administration" - a FMS Enterprise User ID and a link to a website that will allow the Company's POC to initialize an IPP account.
- (2) From "IPP User Administration" - the Company's IPP User ID, a link to the IPP Application, and the IPP Helpdesk phone number.
- (3) From "Treasury UPS User Administration" - the Company's IPP password (sent within 24 hours of the first two emails).

(c) During registration, one (1) initial administrative user account is created for the company for the submitted TTN, regardless of the number of contracts or locations associated with the TTN. The IPP account administrator is required to set up all other company user accounts, including other administrators. Registration is complete when the IPP account administrator logs into the IPP website with the User ID and password provided by TWAI and accepts the "rules of behavior".

(d) The Contractor shall access a first time login video found on the IPP homepage, which provides step-by-step instructions for logging into IPP for the first time. Other self-help videos, to include creating and submitting invoices, are available only after logging into IPP.

(e) Passwords in IPP expire every 90 days. Fourteen days prior to the end of the 90-day period, IPP will send an email notification prompting you to change your password. If you do not change your password once during the 90 days, or if you do not change your password when prompted to do so, you must contact the IPP Helpdesk at 1-866-973-3131 to unlock your account and to reset your password.

(f) For application specific questions such as how to create an invoice or how to set up notifications, contact the IPP Helpdesk. For questions related to the contract, contact the Vendor Service Center at  (b)(3)

#### 152.204-732 Contract Settlement Documentation (DEC 2011)

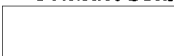
Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)
- (b) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required)
- (c) Final Patent and Royalty Statement (in accordance with FAR 52.227-11 or 52.227-13, as appropriate) (One copy required)
- (d) Final Level-of-Effort Certification (*Applicable to contracts with LOE type CLINs*) (One copy required)
- (e) Final Cleared Personnel Certification Report (If contract required security clearances) (Submit in accordance with contract clause 152.204-729)
- (f) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]) (*Applicable to contracts with cost-type CLINs. Exemption: Cost-type CLINs established for Other Direct Costs or travel on a fixed price contract.*). Once final annual indirect cost rates have been established, the Contractor shall submit a "FINAL" invoice or voucher. If final annual indirect cost rates have not been established and the parties have agreed to use negotiated quick-close rates, the Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required)

One set of closeout documentation (a), (b), (c), (d), and Contracting Officer's copy of (e) shall be mailed, postage prepaid, to the Contracting Officer at the Issuing Office address on page 1 of this contract.

One complete set of closeout documentation (a), (b), (c), (d), and (f) shall be mailed, postage prepaid, to:

Contract Settlements



Washington, DC 20505

(b)(3)

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

(b)(3)

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer or the settlements office.

#### 152.232-701 Billing Cycle (SEP 2010)

Pursuant to the "Electronic Submission of Payment Requests using IPP" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

#### 152.232-719 SUBMISSION OF INVOICES (JAN 2004)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

#### 152.232-725 Electronic Submission of Payment Requests Using IPP (SEP 2010)

(a) Definitions. As used in this clause-

- (1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.
- (2) "Electronic form" means using the Internet Payment Platform (IPP) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents to be electronic forms.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.

(b) Except as provided in paragraphs (e) and (g) of this clause, the Contractor shall submit payment requests using the Internet Payment Platform (IPP). The payment period designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the payment office via IPP. The status of submitted invoices is available in IPP. For other invoice or payment questions relating directly to this contract, call the payment office on  (b)(3)

(c) The Contract Line Item Numbers (CLINs) and associated CLIN descriptions as provided in IPP must be utilized to create invoices. An Invoice Line Item Number must reference the Contract Line Item Number (CLIN) against which the Contractor is billing. An invoice may have multiple Invoice Lines billing against one CLIN, but the Invoice Line Item Descriptions must closely relate to the CLIN descriptions in the contract. Do not attach any documents to the invoice submitted in IPP as the attachments will be discarded. Any additional documentation must be submitted to the COTR in a method mutually agreed to by the Contractor and the COTR.

(d) The Invoice shall not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including sensitive and/or classified information will not be considered a proper invoice in accordance with the Prompt Payment Act and will be rejected. Further, the submission of such an invoice may be considered a security incident. Any questions concerning this matter should be directed to the Contracting Officer.

(e) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the "Settlement - Cost Type Contracts" clause of this contract.

UNCLASSIFIED



**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-1304080007**  
**Modification Number: 002**

**152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008)**

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) If an Associate COTR (ACOTR) or a Government Task Manager (GTM) is designated by this clause, the ACOTR will assist the COTR in his/her responsibilities and will function as the technical representative of the Contracting Officer in the absence of the COTR. The GTM will assist the COTR in performing his/her responsibilities for a specific task(s). However, the COTR remains ultimately responsible for the technical performance of the contract.

(c) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name

COTR:

(b)(3)

(d) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

**152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2011)**

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

Office of the Procurement Executive

Washington, DC 20505

Unclassified Fax:

(b)(3)

(b)(3)

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-1304080007**  
**Modification Number: 002**

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

## **Section H - Special Contract Requirements**

### **152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (APR 2009)**

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number [REDACTED]. The term "urgent concern" means: (a) a serious or flagrant problem, (b)(3) abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this provisions.

### **152.204-703 Non-Publicity (DEC 2011)**

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements; however, these advertisements may not describe the scope of polygraph requirements in any manner. Violations of this clause constitute a major breach of contract, and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

### **152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008)**

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program.

(c) Denial of access to Agency controlled facilities and systems as described in paragraph (a) of this clause shall not relieve the

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-1304080007**  
**Modification Number: 002**

Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

#### 152.215-721 Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

#### 152.231-701 Payment of Contractor Travel (JAN 2004)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are—

- (1) When travel is in excess of a predetermined travel allocation;
- (2) When the contractor has doubt about whether a cost is allowable; and
- (3) When foreign travel is involved.

#### 152.242-716 Past Performance Information - Referencing Agency Contracts (JUL 2012)

(a) This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

(b) Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions.

#### 152.243-700 Changes Requiring No Equitable Adjustment (MAR 2004)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-1304080007**  
**Modification Number: 002**

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

#### 152.243-701 Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

#### 152.243-702 Engineering Change Proposals (DEC 2010)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price adjustment amount of the engineering change meets the criteria for its submission under FAR 15.403-4, the Contractor shall submit:

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,
- (2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

#### 152.204-725 Foreign Nationals Performing Unclassified Work (NOV 2005)

(a) The Contractor shall identify any and all personnel who are foreign nationals (personnel who are not United States citizens or Permanent Resident Aliens) that are proposed to perform work under this contract in a prime contractor and/or subcontractor capacity. The Contractor must receive written approval from the Contracting Officer prior to allowing any foreign nationals not listed in paragraph (c) to work on this contract.

(b) Throughout the performance of this contract, the Contractor shall provide the Contracting Officer with the following information at least thirty (30) days prior to the contemplated use of such individuals:

Full Name,  
 Date and Place of Birth,  
 Citizenship,  
 Social Security Number,  
 Visa Number and Type,  
 Title.

It should be understood that the Contracting Officer may exclude any person(s) who are not United States citizens from performing on

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007  
Modification Number: 002

this contract without providing a reason for the exclusion.

(c) The following foreign nationals are hereby authorized to work on this contract:

Name	Title
[ Full Name ]	[ Principle Investigator, Graduate/Undergraduate Student, etc.]
[            ]	[            ]
[            ]	[            ]

**152.242-715 Contractor Performance Evaluation (JUL 2012)**

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(a) In accordance with FAR Subpart 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

**152.215-719 Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)**

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SECTION K which has been completed and submitted with Contractor's proposal dated 1 April 2013 is incorporated herein by reference and made a part of this contract.

**Section I - Contract Clauses**

**152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996)**

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Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

**152.209-701 Organizational Conflicts Of Interest: General (JUL 2003)**

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(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-1304080007**  
**Modification Number: 002**

performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

#### 152.215-700 Audit and Records - Negotiation (AUG 2004)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to
- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition:
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

UNCLASSIFIED

Contractor Name: UNIVERSITY OF MARYLAND  
Contract Number: 2013-1304080007  
Modification Number: 002

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### 152.215-727 Pricing Adjustment (OCT 2003)

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The term "pricing adjustment" as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications", "Subcontractor Cost or Pricing Data", and "Subcontractor Cost or Pricing Data - Modifications", means the aggregate increases and/or decreases in cost plus applicable profits.

#### 152.215-700AII Audit and Records - Negotiation (AUG 2004) - Alternate II (AUG 2004)

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(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(g) The provisions of OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

#### 152.229-700 Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

#### 152.233-700 Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

#### 152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

#### 152.204-733 Timely Notice of Litigation (DEC 2011)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any current litigation or any anticipated litigation that may arise during the course of the performance of this contract or thereafter, that involves or in any way relates to or affects: (1) any aspect of this contract, (2) its terms or costs, (3) pertinent subcontracts, or (4) the Customer's relationship with the Contractor or its subcontractors. This notice shall include all relevant information with respect to the litigation. This notice requirement is a continuing obligation and survives termination, settlement or close-out of the contract.

(b) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or subcontractor(s) involving customer transactions related to any contract litigation.

(c) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

(d) The Contractor agrees to insert paragraphs (a) through (d) of this clause in any subcontract under this contract. In the event of



Contractor Name: UNIVERSITY OF MARYLAND  
 Contract Number: 2013-13040800007  
 Modification Number: 002

litigation, the subcontractor shall immediately notify its next tier subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(e) The Prime Contractor shall fax a copy of the notice of litigation to the Contracting Officer and to the Contract Law Division.

#### Clauses By Reference

52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.216-11	Cost Contract--No Fee (Apr 1984)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Sep 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports Veterans (Sep 2010)
52.222-44	Fair Labor Standards and Service Contract Act - Price Adjustment (Sep 2009)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.223-6	Drug Free Workplace (May 2001)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-14 Alt IV	Rights in Data--General (Dec 2007) - Alternate IV (Dec 2007)
52.229-3	Federal, State and Local Taxes (Apr 2003)
52.230-5	Cost Accounting Standards - Educational Institutions (May 2012)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-23	Assignment Of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008)
52.233-1	Disputes (July 2002)
52.233-3	Protest after Award (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-2	Changes--Cost Reimbursement (Aug 1987)
52.246-23	Limitation of Liability (Feb 1997)
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions) (Sept 1996)
52.249-14	Excusable Delays (Apr 1984)

#### Section J - List of Attachments

UNCLASSIFIED

UNCLASSIFIED

**Contractor Name: UNIVERSITY OF MARYLAND**  
**Contract Number: 2013-13040800007**  
**Modification Number: 002**

Identifier	Title	Date	Number of Pages
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**J-1 List of Attachments**

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**J-1 Fabrication and Multi-Physical Characterization of Carbon-To-Metal Connections for a Cell/Battery Statement of Work, dated 23 January 2013**

UNCLASSIFIED

## **Multi-physic processes for carbon-to-metal connections in battery systems**

### **Introduction:**

The need to find alternatives to conventional metal contacts for battery systems has been a unique challenge. Primarily, the connection of non-metallic to metallic systems introduces material incompatibilities that exacerbate thermomechanical fatigue and electrical stress, as well as environmental effects, such as ESD and corrosion. The need to understand the mechanics behind these multi-physic processes requires a new experimentally-driven effort coupled with new multi-scale computational approaches to understand the interrelationships between structure-process-performance (including reliability).

### **Problem Statement:**

An important characteristic for the carbon-to-metal connections is to maintain flexibility, integrity over time, and electrical/thermal contact resistances.

Therefore, the proposed research objectives this effort are as follows:

1. Structure (me)
  - a. Advanced carbon concepts for electrodes (e.g., Braided CNT Yarns)
  - b. Pultruded carbon fiber
  - c. Flexible polymers with carbon nano-fillers
  - d. Graphene ribbons
2. Process (me)
  - a. Adhesive joining
  - b. Metal infusion with porous carbons (localized melting using laser welding, solid-state diffusion using thermosonic bonding)
3. Performance (Abhijit)
  - a. Model resistor structures for thermoelectromechanical characterization
  - b. Chemical environmental testing of model resistor structures electrochemical for degradation characterization

**The following research approaches will be used to achieve these objectives:**

1. Literature Survey
2. Structure (me)
3. Process (me)
4. Performance (Abhijit)

### **Deliverables and Milestones:**

1. A candidate carbon electrode material
2. A candidate joining process